

## LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the "Agreement") is entered into by and between the FAIRFIELD AVENUE PARKING CORP., acting herein by Steven C. Thomas, its President, duly authorized, and having a place of business at 100 Leetsdale Industrial Drive, Leetsdale, PA 15056, as licensor (the "Licensor"), and the STATE OF CONNECTICUT, acting by and through its Commissioner of Public Works, Raeanne V. Curtis, duly authorized, pursuant to the authority conferred upon him pursuant to Connecticut General Statutes § 4b-1, as licensee (the "State" or "Licensee").

### WITNESSETH:

WHEREAS, the Licensor owns the garage at 314-322 Fairfield Avenue, Bridgeport, Connecticut (the "Garage"); and

WHEREAS, the State as licensee desires the non-exclusive use of parking spaces in the Garage to benefit the State court facilities located in the proximity of the Garage; and

NOW, THEREFORE, for good and valuable consideration and the mutual promises contained herein, the parties hereto agree as follows:

1. License: The Licensor hereby grants to Licensee, its employees, agents and invitees, a temporary, non-exclusive license to enter over, across and upon the Garage for the purpose of utilizing ninety (90) automobile parking spaces.

Licensor will offer an additional sixty (60) automobile spaces, which will be invoiced monthly, on an as used basis. Any additional use pursuant to the exercise of this option shall be on the same terms and conditions as this license.

In the event Licensee utilizes more than 150 spaces on any given day, Licensee will pay Licensor the full daily transient parking rates for each automobile parked in excess of 150.

2. Duties of Licensor: Licensor shall be responsible for providing at its cost the following: electricity for the consumption of the lighting system; snow and ice removal and sanding; grounds keeping; litter pick-up; replacement of burnt out bulbs, tubes and ballasts; and maintain and repair the Garage as may be needed for the safe use of the Garage for its intended purpose. Furthermore, Licensor shall (a) provide a booth attendant during the hours of operation of the Garage; and (b) make the Garage available between the hours of 7:00am and 7:00pm, Monday through Friday.
3. Term: The term of this Agreement shall commence September 1, 2007, with lease payments to begin on September 1, 2007 upon the approval of this Agreement by the Office of the Attorney General of the State of Connecticut and shall continue for a period of five (5) years through August 31, 2012.

  
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4. Consideration: In consideration of the license granted by this Agreement, the Licensee shall pay to the Licensor, at a rate of Seventy Five and 00/100 (\$75.00) dollars per space per month, an annual fee of Eighty-One Thousand and 00/100 Dollars (\$81,000.00) in monthly installments of Six Thousand Seven Hundred Fifty and 00/100 (\$6,750) in arrears by the end of each calendar month. In the event Licensee exceeds 90 spaces, additional spaces so used, up to sixty (60) per month, shall be charged at the rate of Six dollars (\$6.00) per space per day.
5. Renewal Option: Upon the expiration of the initial term, Licensee at its option may renew this Agreement for an additional five year term at a rate of Eighty-Six and 25/100 (\$86.25) dollars per space per month, provided written notice is posted to the Licensor at least ninety (90) days before the end of the original license term. All other terms and conditions of this Agreement will apply. The rate for spaces in excess of the daily average of ninety (90) spaces per day per month shall be set at 75% of the full day transient parking rates as posted in the Garage by Licensor.
6. Use:
- The Licensee shall use the Garage solely for parking by State employees and Jurors.
  - The Licensee shall comply with all applicable Federal and State and local, laws, rules, regulations and ordinances, now or hereafter made with respect to the use of the Garage, including but not limited to compliance with the requirements of the Americans with Disabilities Act of 1990, as amended.
  - No dangerous explosives or toxic or hazardous materials shall be permitted to be brought onto the Garage and no such materials shall be stored or used on the Garage.
  - The Licensee shall not install any equipment or fixtures or make any alterations to the Property.
7. Insurance:
- Throughout the Term, Licensor shall maintain, at Licensor's sole cost and expense, a policy or policies of comprehensive general liability insurance, including contractual liability coverage, in an amount not less than \$1,000,000.00 for all damages arising out of bodily injuries to, or death of, all persons and injuries to or destruction of property, in any one accident or occurrence, and, subject to that limit per accident, a total (or aggregate) limit of \$2,000,000.00 for all damages arising out of bodily injuries to, or death of, all persons and injuries to or destruction of property per policy period. Such insurance policy or policies shall name the Licensee and Licensee's officials, agents and employees as additional insureds.
  - The Licensor shall maintain Worker's Compensation and Employer's Liability insurance in compliance with the laws of the state of Connecticut, which coverage shall include Employer's Liability coverage with minimum limits of \$100,000 for each accident, \$500,000 for disease, and \$100,000 for each employee, per policy period. Throughout the Term, Licensor also shall maintain, at Licensor's sole cost and expense, a policy or policies of standard fire and casualty insurance, including special form coverage, insuring the Garage against all risks of damage thereto, together with

endorsements insuring against damage and other loss, costs and expenses due to earthquake, demolition, increased cost of construction, contingent liability associated with building laws and regulations. The coverage limits for such insurance shall be not less than one hundred percent (100%) of the full replacement cost of the Garage and, in all events, in such amounts so that Licensor is not deemed a co-insurer of any loss, risk or damage covered thereby. The deductible under such policy or policies shall not exceed \$50,000 per occurrence. The amount of casualty insurance maintained by Licensor shall in no way limit the Licensor's obligations to repair or reconstruct the Garage or any portion thereof following a casualty. The Licensor shall apply the proceeds of any insurance maintained pursuant to this paragraph to the repair or reconstruction of the Garage, if the Licensee so directs in writing.

(c) All insurance shall be written on an occurrence basis as opposed to "claims made" basis.


(d) The insurance required hereunder shall be written with insurers licensed to do business in the State of Connecticut and which are rated A-(VIII) or better by the latest edition of Best's Rating Guide or, if not available, any generally recognized replacement therefore. Each policy of insurance required hereunder shall provide for a minimum of thirty (30) days prior notice of any cancellation or changes in coverage. Copies of insurance policies required of one party shall be provided to the other not later than the Commencement Date and thereafter not later than thirty (30) days prior to the expiration of each such policy.

(e) Nothing herein shall preclude either party from procuring and maintaining, at such party's sole cost and expense, such additional insurance coverage as such party deems desirable or appropriate, providing, however, that all liability insurance maintained by Licensor (other than garage-keeper's liability insurance) shall name Licensee and Licensee's officials, agents and employees as additional insuredes. Any insurance maintained by the Licensee hereunder shall be in primary and non-contributory and not in excess of any other insurance maintained by Licensor and/or any other persons or parties.

(f) The Licensor shall be fully and solely responsible for any and all costs and expenses associated with and thus shall pay any and all coverage deductibles and/or self-insured retentions. None of the Licensor's insurers shall have any right of subrogation or recovery against Licensee or any of Licensee's officials, agents or employees, all of which rights are hereby waived by Licensor.

(g) The liability of the Licensor to indemnify, defend and save and hold harmless the Licensee shall be effectively protected by insurance to the extent insurable. However, the limits of coverage of such insurance purchased by the Licensor shall not in any way limit, reduce or restrict the Licensor's obligation under any indemnification and save and hold harmless provisions stated in this lease.

(h) Unless requested otherwise by the State of Connecticut, the Licensor and its

  
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insurer shall waive sovereign immunity as a defense and shall not use the defense of sovereign immunity in the adjustment of claims or in the defense of any suit brought against the State or any other additional insured. The Licensor shall assume and pay all costs and billings for premiums and audit charges earned and payable under the required insurance. Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless.

8. Miscellaneous:

- a. All notices required under this Agreement shall be in writing and shall be transmitted by certified mail, return receipt requested (postage prepaid) as follows:

to the Licensee at:

Commissioner of Public Works  
Department of Public Works  
State Office Building  
165 Capitol Avenue  
Hartford, CT 06106,

with a copy to:

Department Of Public Works  
Leasing and Property Transfer Unit  
State Office Building  
165 Capitol Avenue, Room G-1  
Hartford, CT 06106

to the Licensor at:

Fairfield Avenue Parking Corp.  
100 Leetsdale Industrial Drive  
Leetsdale PA 15056

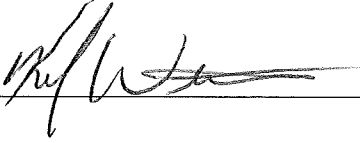
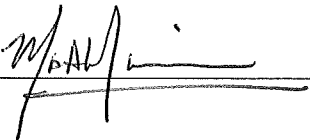
- b. This Agreement shall be governed in accordance with the laws of the State of Connecticut, without regard to its conflicts of laws provisions.
- c. This Agreement, whatever the circumstances, shall not be binding on the Licensee unless and until approved by the Attorney General of the State of Connecticut and delivered to the Licensor.
- d. This Agreement may not be modified except in writing signed by both the Licensor and Licensee. Any modification of this Agreement or additional obligation assumed by either of the Licensor or the Licensee in connection with this Agreement shall be binding only if evidenced in a writing signed by the Licensor and the Licensee or an

authorized representative of the Licensor or the Licensee, and approved by the Attorney General of the State of Connecticut.


- e. The parties acknowledge and agree that nothing in this Agreement shall be construed as a waiver by the Licensee of any rights or defenses of sovereign immunity with respect to this Agreement. To the extent this provision conflicts with any other provision of this Agreement, this provision shall govern.
- f. The Agreement shall not be recorded on the Land Records.
- g. The failure of the Licensee to insist upon the performance of any of the terms and conditions of this Agreement or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.
- h. The Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Agreement as if they had been fully set forth in it. At the Licensor's request, the Licensee shall provide a copy of these orders to the Licensor. The Agreement may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions. The Agreement is further subject to non-discrimination provisions attached hereto as Exhibit B and made a part hereof.
- i. **STATE CONTRACTS:** For all State contracts as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See Exhibit C attached hereto.
- j. If, at the expiration or termination of this Agreement, Licensee and Licensor have not entered into a new agreement for parking or renewed this Agreement, Licensee shall have continued use of the Garage on a month-to-month basis under the same terms and conditions, including consideration, as set forth herein.

IN WITNESS WHEREOF, the parties hereto have caused this License Agreement to be executed as set forth below.

Signed in the presence of:

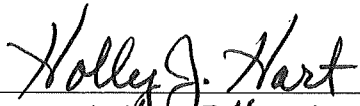
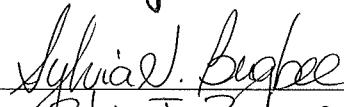
  
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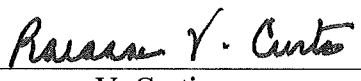
Fairfield Avenue Parking Corp.

By:   
\_\_\_\_\_  
Steven C. Thomas  
Its President  
Duly authorized

Date signed: October 13, 2008

State of Connecticut

  
\_\_\_\_\_  
Holly J. Hart  
  
\_\_\_\_\_  
Sylvia J. Bybee

By:   
\_\_\_\_\_  
Raeanne V. Curtis  
Its Commissioner of Public Works  
Duly authorized

Date signed: 12-29-08



*Pennsylvania*  
STATE OF ~~CONNECTICUT~~ )  
COUNTY OF *Allegheny* ) ss. *Leetsdale*

The foregoing instrument was acknowledged before me this *13<sup>th</sup>* day of *October* 2008, before me, the undersigned officer, personally appeared Steven C. Thomas, President, Fairfield Avenue Parking Corporation, known to me to be the person described in the foregoing instrument, and acknowledged that he executed the same in the capacity as therein stated and for the purposes therein contained.

In witness whereof I hereunto set my hand.

*Donna P. Rotolo*  
~~Commissioner of the Superior Court~~  
Notary Public  
My commission expires ~~\_\_\_\_\_~~  
COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Donna P. Rotolo, Notary Public  
Leetsdale Boro, Allegheny County  
My Commission Expires May 8, 2011  
Member, Pennsylvania Association of Notaries

STATE OF CONNECTICUT )  
COUNTY OF HARTFORD ) ss. Hartford

On this the *29<sup>th</sup>* day of *December*, 2008, before me, the undersigned officer, personally appeared Raeanne V. Curtis, Commissioner of the Department of Public Works, State of Connecticut, known to me to be the person described in the foregoing instrument, and acknowledged that she executed the same in the capacity as therein stated and for the purposes therein contained.

In witness whereof I hereunto set my hand.

*Lehua L. Bugbee*  
Commissioner of the Superior Court/  
Notary Public  
My commission expires: *My Commission Exp. Aug. 31, 2012*

*6/15/09*

Accepted:

JUDICIAL BRANCH:

By: 

Barbara M. Quinn, Judge  
Its Chief Court Administrator

Date signed: 10/28/08

Approved in Conformance with Conn. Gen. Stat. Sections 4b-23(o)(2), as revised,  
OFFICE OF POLICY AND MANAGEMENT

By: 

Robert Genuario  
Its Secretary

Date signed: 5/1/09

Approved:

STATE PROPERTIES REVIEW BOARD

By: 

Edwin S. Greenberg  
Its Chairman

Date signed: 6/15/09


Approved:

ATTORNEY GENERAL

By: 

William B. Gundling  
Its Associate Attorney General

Date signed: 6/29/09

  
6/15/09



**EXHIBIT A**

**LEGAL DESCRIPTION**

(Attached)

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SCHEDULE A

PARCEL 1: All that certain piece or parcel of land, together with the buildings and improvements thereon, situated in the City of Bridgeport, County of Fairfield and State of Connecticut as shown on a certain map entitled "Map Of Parking Garage At 314-322 Fairfield Avenue, Bridgeport, Connecticut, Prepared For Fairfield Avenue Parking Corporation", Date 1-16-90, Revised 6/21/90 Update Add Northerly & Easterly Walls, Revised 9/30/94 Update Survey, Scale 1" = 20', certified substantially correct by John D. Conklin, L.S., and filed December 30, 1994 in Copies Of Maps Vol. on Page in the Bridgeport Town Clerk's Office.

PARCEL 2: All that certain piece or parcel of land, together with the buildings and improvements thereon, situated in the City of Bridgeport, County of Fairfield and State of Connecticut as shown on a certain map entitled "Map Of 0.90 Acres Of Unimproved Land At 188 Cannon Street, Bridgeport, Connecticut, Prepared For Fairfield Avenue Parking Corporation", Date 6-16-86, Revised 9/24/87 (Update), Revised 9/30/94 Survey Update, Scale 1" = 20', ~~certified~~ substantially correct by John D. Conklin, L.S., and filed December 30, 1994 in Copies Of Maps Vol. at Page in the Bridgeport Town Clerk's Office.

NOT A PART

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## EXHIBIT B

### NON-DISCRIMINATION PROVISIONS

This provision is included in connection with subsection (a) of Section 4a-60 of the General Statutes of Connecticut, as revised.

(a) For the purposes of this section, "minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of Conn. Gen. Stat. Section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

For the purposes of this section, "commission" means the Commission on Human Rights and Opportunities.

For the purposes of this section, "public works contract" means any agreement between any individual, firm or corporation and the state or any political subdivision of the State other than a municipality, for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

(b)(1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The contractor further agrees to take affirmative action to insure that applicants with job related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved; (2) the contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission; (3) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor

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has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the contractor agrees to comply with each provision of this section and Conn. Gen. Stat. Sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to Conn. Gen. Stat. Sections 46a-56, 46a-68e and 46a-68f; (5) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and Conn. Gen. Stat. Section 46a-56. If the contract is a public works contract, the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

(c) Determination of the contractor's good faith efforts shall include but shall not be limited to the following factors: The contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(d) The contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.

(e) The contractor shall include the provisions of subsection (b) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Conn. Gen. Stat. Section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

(f) The contractor agrees to comply with the regulations referred to in this section as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

This provision is included connection with subsection (a) of Section 4a-60a of the General Statutes of Connecticut, as revised.

(a) (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the

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United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the commission on human rights and opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56 of the general statutes of Connecticut; (4) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts concerning the employment practices and procedures of the contractor which relate to the provisions of this section and section 46a-56 of the General Statutes of Connecticut.

(b) The contractor shall include the provisions of subsection (a) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56 of the general statutes of Connecticut; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

(c) The contractor agrees to comply with the regulations referred to in this section as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

  
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## EXHIBIT C

### SEEC FORM 11

#### **NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN**

This notice is provided under the authority of Connecticut General Statutes 9-612(g)(2), as amended by P.A. 07-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined below):

##### **Campaign Contribution and Solicitation Ban**

No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract* or *state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to, or *solicit* contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

##### **Duty to Inform**

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

##### **Penalties for Violations**

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties--\$2000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of \$2000 or twice the amount of the prohibited contributions made by their principals.

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Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or \$5000 in fines, or both.

### Contract Consequences

Contributions made or solicited in violation of the above prohibitions may result, in the case of a state contractor, in the contract being voided.

Contributions made or solicited in violation of the above prohibitions, in the case of a prospective state contractor, shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State will not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information and the entire text of P.A 07-1 may be found on the website of the State Elections Enforcement Commission, [www.ct.gov/seec](http://www.ct.gov/seec). Click on the link to "State Contractor Contribution Ban."

### Definitions:

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or

  
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unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan or a loan to an individual for other than commercial purposes.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General

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Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

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